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I. PURPOSE

The State Corporation Commission's Public Utility Accounting (PUA) Division is requesting quotes from firms to provide services to reconfigure existing conference space and cubicle area to create an expanded conference room with walls to the ceiling and a door and the remaining space made into a cubicle with existing 67" high cubicle walls.

II. SCOPE

The conference room shall be 13 feet by 20 feet. The walls shall be the V-Wall Environamics product. The 20' front wall shall have five (5) glass panels installed from the ceiling and be centered across between the door and the end of the wall. From left to right, the first three glass panels shall be 36"W x 22"L, the fourth panel shall be 24"W x 22"L and the fifth panel shall be 39 1/2" W x 22"L. All walls (except the 20' front wall) shall have cutouts to allow outlets for electric, phone, data and LAN hookups. A cutout for a working light switch shall be included on the 20' wall near the door inside the reconfigured conference room. The door shall match the wood in a color that coordinates with the SCC's existing doors. The overhead bins and work surfaces that are currently in the existing space shall be removed and reinstalled to hang from the 13' left V-Wall (far end - left of the door).

The existing cubicle walls shall be taken down and reconfigured into a space at the far left end of the conference room which shall be approximately 13'x 10'. This area must also have cutouts to allow outlets for electric, phone, data and LAN hookups.

All work shall be done during normal business hours of 8:00 am and 5:00 pm EDT. As a result of an award (if any), the contractor must coordinate with the SCC Facilities, the engineering company, electrician, sprinkler company and phone installers.

The bidder shall inspect the job site prior to submitting a bid. To schedule a site visit, contact Barbara Hayek at 804-371-9700 and for any questions pertaining to this Request For Quote, contact Ann Sells, Contract & Procurement Manager at 804-371-2123.

III. SUBMITTAL

Bidder shall return completed RFQ and Itemized Price List for all labor and materials including a firm fixed price for the requirements stated herein.

EMAIL, FAX OR MAIL RESPONSE TO:

State Corporation Commission
Office of Commission Comptroller
Attn: Ann Sells, VCO, CPPB
PO Box 1197
Richmond, VA 23218-1197
Ph# 804-371-2123
Fax # 804-371-9836
E-mail: ann.sells@scc.virginia.gov

If hand delivered, deliver to address shown on page 1, cover.

IV. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the SCC under said contract.
- D. **PAYMENT:**
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payments in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the

determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the SCC for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the SCC, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

E. TESTING AND INSPECTION: The SCC reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

F. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the SCC.

G. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The SCC may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or

shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the SCC a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the SCC's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the SCC with all vouchers and records of expenses incurred and savings realized. The SCC shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the SCC within thirty (30) days from the date of receipt of the written order from the SCC. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the SCC or with the performance of the contract generally.

- H. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the SCC, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the SCC may have.
- I. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- J. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by

insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

- K. **DRUG FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

V. SPECIAL TERMS AND CONDITIONS

- A. **AWARD:** The SCC will make the award(s) on a total sum basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The SCC also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- B. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

- C. DELIVERY: State your earliest firm delivery or performance date: _____ 20____. This date may be a factor in making the award.
- D. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- E. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- F. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the SCC that the work is in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- G. INDEPENDENT CONTRACTOR: Any Offeror awarded a contract under this RFP shall be considered an independent contractor, and neither the Offeror, nor personnel employed by the Offeror are in any sense to be considered employees or agents of the SCC, or of the Commonwealth of Virginia.
- H. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- I. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- J. LIABILITY INSURANCE AND INDEMNIFICATION: Contractor shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of this contract. The contractor shall indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, employees, and designated representatives from any and all claims, suits, actions, liabilities and cost of any kind caused by or arising from the performance of the contract. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth, or a pledge of the full faith and credit of the Commonwealth.
- K. SCC POLICIES, STANDARDS, AND PROCEDURES: Contractor agrees to comply with all pertinent SCC policies, standards, and procedures. If contractor is unable to comply with all SCC policies, standards, and procedures, it is the responsibility of the contractor to bring this fact to the attention of the Contract Administrator, in writing, and to recommend an alternative solution. The decision concerning relief from or changes to a policy, standard, or procedure will be made by the Director of ITD and communicated to the contractor in writing.

L. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the SCC. In the event the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the SCC the names, qualifications and experience of its proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

M. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment of finished surfaces resulting from performance by the contractor shall be repaired to the SCC's satisfaction at the contractor's expense.

VI. METHOD OF PAYMENT

Contractor shall invoice the SCC once all work is completed and the SCC has accepted and approved all work.

Invoices shall be submitted by the contractor directly to:

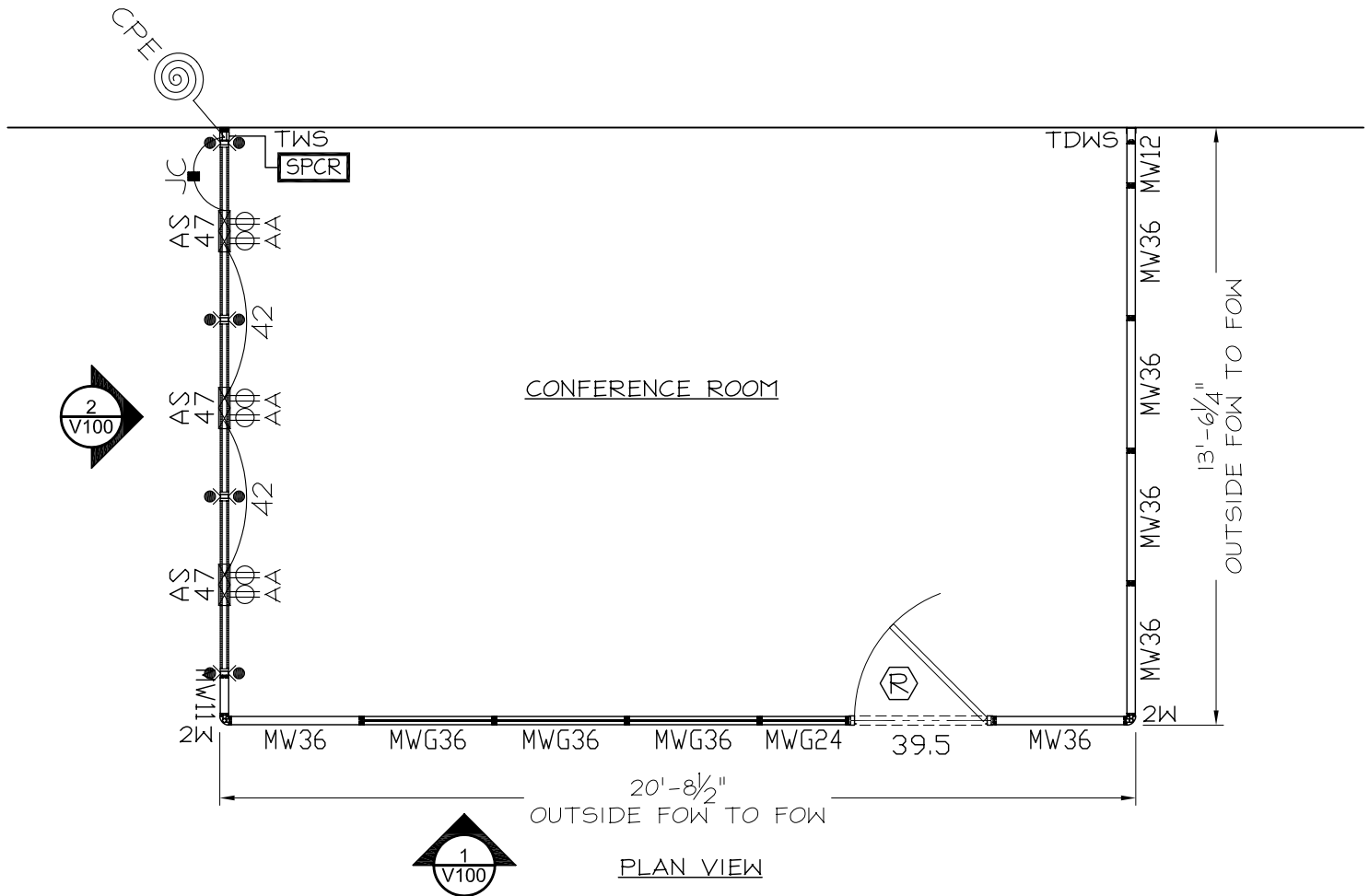
State Corporation Commission
Division of Public Utility Accounting
Attn: Yolanda Suite
P.O. Box 1197
Richmond, VA 23218-1197

VII. PRICING

Bidder shall provide an itemized list for all labor and materials pricing required for reconfiguring the existing conference space and cubicle area as specified to include a firm fixed price. No additional costs will be permitted.

VIII. ATTACHMENTS

Environamics Layout and Elevation Drawings



LEGEND

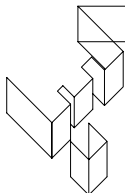
TBD = TO BE DETERMINED
CH = CEILING HEIGHT
FOW = FACE OF WALL
TWS = TRUEABLE WALL START
2W = MODULAR 2 WAY 90 CORNER
MW36 = 36" M-WALL PANEL
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SPA = SYSTEMS PANEL ADAPTER
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☼☼ = A/O WALL STRIP CONN. P-C
CPE☉ = CEILING POWER ENTRY
BPE~ = BASE POWER ENTRY
JC = JUMPER COUPLER
⌒ = POWER JUMPER (WHIP)
[36] = 36" JUMPER LENGTH
■ = POWER BLOCK
⦶ = RECEPTACLE
▽ = TELE/DATA
\$ = SWITCH

NOTES:

1. FOR ELEVATIONS SEE
DRAWING V101.

ENVIRONAMICS
DYNAMIC OFFICE ENVIRONMENTS

1401 FREEDOM DRIVE
CHARLOTTE, NC 28208
704-376-3613
envir@environamics-inc.com



SCC

4TH FLOOR CONFERENCE ROOM LAYOUT

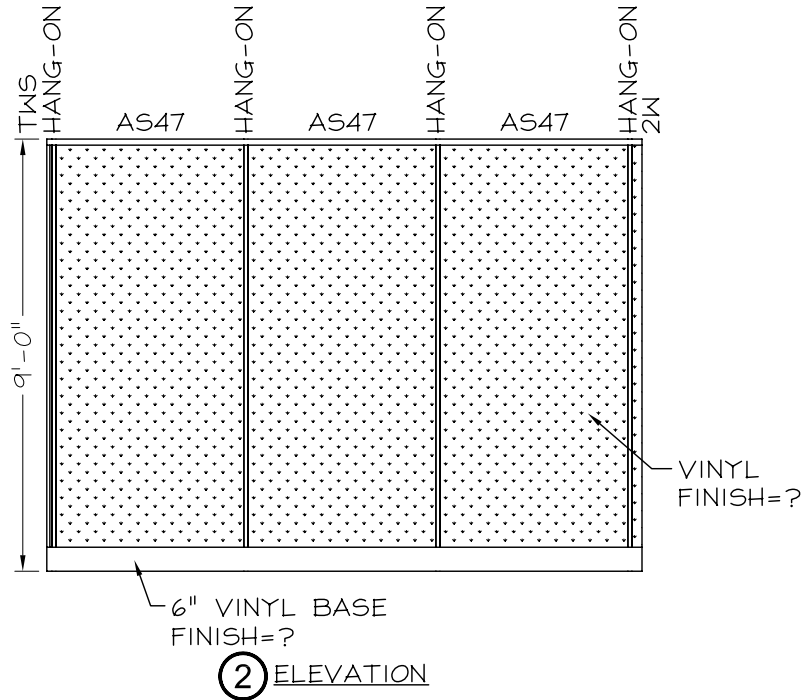
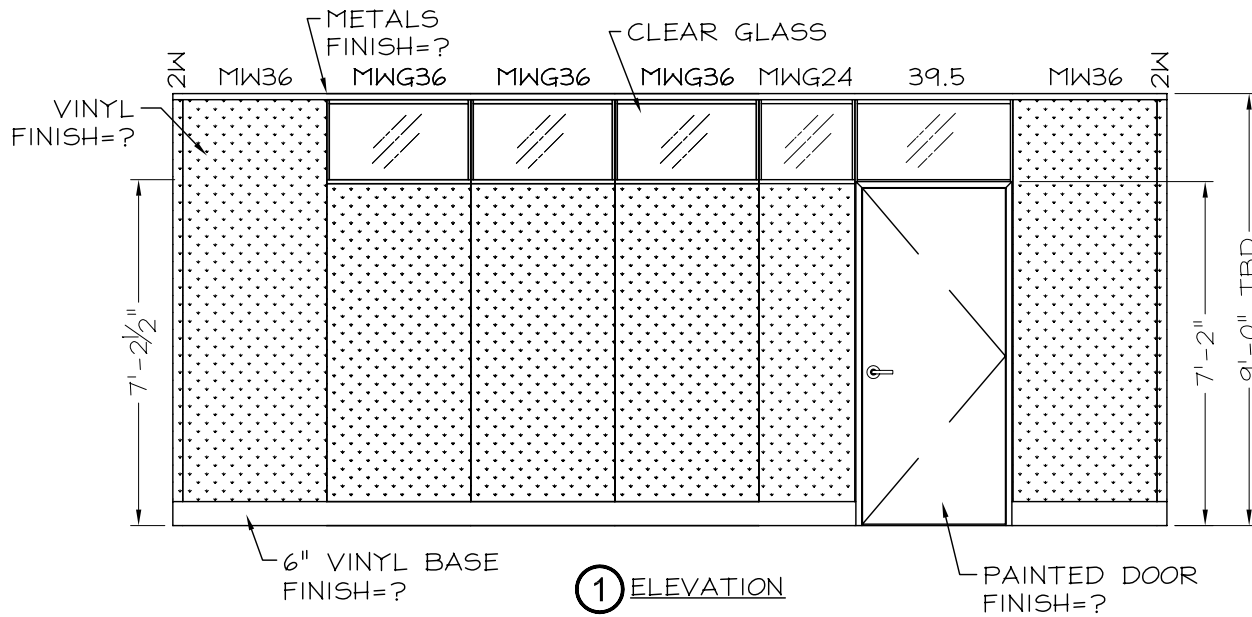
MWALL LAYOUT
SCALE: $\frac{1}{4}" = 1'-0"$

DATE	29-MAR-07
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JDH

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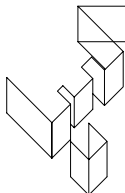


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SCC
4TH FLOOR CONFERENCE ROOM LAYOUT

MWALL ELEVATIONS
SCALE: 1/4" = 1'-0"

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